BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

GENERAL TERMS AND CONDITIONS:

Providing Three Number of Telephone Operators and Twelve Nos of Shift Gangmen to 24x7 Service Station to operate in the jurisdiction of Malur Sub Division (Industrial Area) of KGF Division, BESCOM for a period of One Year.

Enquiry No: BESCOM/2023-24/SE0014 Dated:14.07.2023

1.0 DEFINITION OF TERMS: The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below;

a) OWNER/COMPANY: The Superintending Engineer (Ele.),O&M Circle, Kolar on behalf of **Bangalore Electricity Supply Company Limited.**

b) AGENCY/CONTRACTOR: Suppliers mean the Tenderer /Contract whose tender has been accepted by the purchaser and also includes Tenderer's legal / personal representatives / successors / assignees.

c) TENDERER: Tenderer means the party who has purchased tender documents and whose tender has been accepted by the company.

d) MONTH: Month means Calendar month.

e) Shift: Shift Means one shift is equal to 8 Hours Duty.

2.0 PRICE :

a) As it is a Lumsum tender, the bidder has to quote total amount in Rupees for per person per month including GST, the Service charges minimum of 5% on Basic price + VDA + ESI(3.25%) + PF(13%), as per the circlular No: BESCOM/GM(A&HR)/BC-50/2505/2020-21/Cys-26 Dated: 28.12.2020. Service charges below 5% is not considered and such bids will be rejected. **The bidder has to quote total amount in Rupees for 3 telephone operators + 12 gangmen for per person per month.If the bidder quotes less than the Amount put to tender, then the bidder will be disqualified**. **Note: The break up sheet to be submitted after opening of financial bid.**

b) The Price shall be quoted on '**FIRM Price'** basis and no price variation will be allowed during the contract period.

c) The Wages quoted to the Telephone Operators & Shift Gangmen shall not be less than current Minimum Wages fixed by Government of Karnataka .

3.0 Establishment : The Bidder has to provide the Safety Materials, necessary Tools & plants & Uniform to the Telephone Operators and Shift Gangmen at their own cost. BESCOM will not pay for this. You have to collect the Names & Mobile Nos. of concerned Assistant Executive Engineer (Ele) , Assistant Engineer (Ele) or Junior Engineer (Ele) coming in the jurisdiction of Malur sub division Area for better co-ordination before operating the Service Station from the concerned Executive Engineer (Ele) of respective division.

4.0 The agency has to provide holidays to their staff as per Prevailing Labour Act. At the Same time there shall not be any void, the agency has to arrange for alternate staff fulfilling the qualifications. BESCOM will not pay for the extra person so engaged.

5.0 The agency has to make alternate arrangements for driver if the driver goes on leave. BESCOM will not pay for the alternate arrangement.

6.0 The agency has to submit the proof of qualification and Wiremen Certificate of the intended Shift staff before providing the service.

7.0 The Telephone Operators and Shift helper engaged in 24*7 Hours Service Station will be the employees of contract Agency and at any cost they will not be considered as employees of BESCOM.

8.0 In case any accidents, injuries etc to the engaged Telephone Operators and Shift Gangmen of the agency, compensation shall be payable to the next kith and kin by the contract agency only and BESCOM is not responsible in any way.

9.0 The Tenderer shall not sublet the contract to other contract agency. Any loss on Account of such acts to BESCOM shall be borne entirely by the agency itself.

10.0 This contract is for a period of one Year from the date of the DWA and may be extendable to another One year if required, based on the satisfactory performance of the firm. In case any unsatisfactory situations BESCOM has the right to cancel the award with 15 days notice. Contract Agency and its employees has no right to disclose any Technical secrecy, Commercial Secrecy and Social Secrecy of BESCOM to others.

11.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carryout the social and other responsibilities.

11.1 Staff of service provider shall not misbehave with consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

12.0 Staff provided by Contract Agency are not entitled for any permanency benefit in BESCOM.

12.1 The bidder must not have defaulted in providing similar type of Service against previous award Orders placed by KPTCL/any ESCOM/ Public utilities. Declaration in this regard shall be uploaded.

13.0 The period of Contract may be extended to another One year if the performance of Agency
is found satisfactory.

13.1 Earnest Money Deposit (EMD, BID GUARANTEE).

- The bidders shall upload EMD declaration form through any the four e-payment modes mentioned in the e-Procurement Portal.
- Earnest money deposited by unsuccessful Tenderers will be returned as soon as the tender is finalized.
- EMD of successful bidder will be refunded after fulfillment of security deposit clause.
- The deposit towards EMD as above shall not carry any interest.

- Permanent EMD will not be considered.
- The bid guarantee will be forfeited in the following cases :

1. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or In case of a successful Bidder, if the Bidder fails to sign the Contract; or
2. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

Security Deposit

13.2 The performance Security deposit of **10% of the contract value** shall be furnished in the form of Bank guarantee within two weeks from the date of the LOI issued by any Nationalized / Scheduled commercial banks. This BG will be valid for **15 months** from the date of award (**i.e contract period one year + claim period 03 months= 15 months)** .Incase, the contractor/agency fails to furnish the required performance Bank Guarantee within the prescribed date, the Bidder will be barred for participating in the future tenders of BESCOM and Blacklisted for a period of 03 years from the date of default and the EMD amount shall be forfeited .

13.3 Incase, the Contract Order is extended for further period, the performance bank guarantee shall be extended till the contract period if necessary.

13.4 The Security Deposit will be discharged without any interest at the end of successful completion of contract period.

13.5 Contract Agreement: The Agency shall enter into contract with BESCOM on GOK Rs 200/- Stamp paper within 07 days from the date of award as per format.

13.6 Scope of the Service : The Scope of service includes: (i) Providing Telephone Operators and Gangmen on Shift duty for 24*7 Hours Service Station for ii) Attending fuse off calls, Quick Restoration of power supply in case of Line Troubles, attending to break down works under the supervision of concerned BESCOM staff and any other work assigned by AE/AEE relating to power supply for 24*7 Hours in the jurisdiction of Malur sub division Industrial Area, KGF Division BESCOM.

CONDITION REGARDIGNG SHIFT GANGMEN TO WORK IN SHIFT AT SERVICE STATION

15.0 The Telephone Operators and Shift Gangmen should be arranged to shift duty on 8Hrs Basis to 24Hrs Service Station. In a shift there should be atleast 04 Nos of Gangmen available for service station work.

15.1 The Telephone Operators should have passed the II nd PUC or equivalent qualification by recognized University and should have fluency in speaking Kannada.

15.2 The Shift Gangmen should 7th Passed .

15.3 The age of Telephone Operator/Shift helper shall be more than 21 Years & less than 45 Years and he/she shall be bind with the provisions of prevailing Labour Act. The Proof of Age should be submitted at the time of Contract.

15.4 BESCOM reserves the right to cancel the award if the complaints are not attended upto satisfactory limits.

15.5 The Telephone Operators and Shift Gangmen should have one year of experience in the relating work.

15.6 If the Working Shift operator or Shift Gangmen desires to leave the job, the same shall be intimated prior one month notice. The alternate arrangement has to be made by the agency immediately without fail.

15.7 The Telephone Operators and Shift Gangmen should not have habit of drinking Alcohol. If they found drunk during the duty hours, the agency has to take necessary step to change such Telephone Operator or Shift helper immediately. Otherwise the Contract will be liable for cancellation**.**

DUTIES AND RESPONSIBILITIES OF TELEPHONE OPERATORS AND SHIFT GANGMEN.

16.0 The Telephone Operator in the SERVICE STATION has to record the Complaints immediately after receiving the call. The Date, time of complaint, Address of the complainant and RR No. of the consumer should be recorded clearly in the Complaint Register.

16.1 The Telephone Operator has to record the reason for the complaint and the status of the complaint. As soon as the complaint is received Telephone Operator shall inform the concerned Assistant Engineer (Ele)/Junior Engineer (Ele) of O&M Section immediately without making any delay. If any delay in informing the complaint to Assistant Engineer (Ele)/Junior Engineer (Ele) will be treated as negligence.

16.2 The Telephone Operator has to follow status of each and every complaint. After attending the complaint he/she has to mention in the complaint register as **"Complaint Attended".** And also it is the duty of Telephone operator to enter the time of attending the Complaint in the Complaint Register.

16.3 The Telephone Operator has to inform the Assistant Engineer (Ele)/Junior Engineer(Ele) of O&M Section after getting clear of each complaint received.

16.4 The Telephone Operator has to maintain the Attendance register of Shift Gangmen. And the same has to be Countersigned Concerned officer every day without Fail.

16.5 The Telephone Operator has to inform immediately without making any delay to the concerned Assistant Engineer (Ele)/Junior Engineer(Ele) of O&M Section if the complaint received is regarding Snapping of conductor, Distribution Transformer Complaints etc,

16.6 The Shift helper is not supposed to climb a Live Pole or Distribution transformer centre in the absence of BESCOM Staff.

16.7 The Shift Gangmen should usually attend the fuse Off calls work strictly under the supervision of O&M Staffs of Concerned O&M Unit of BESCOM and any other work assigned by concerned AE/ AEE(Ele.).

16.8 The Shift Gangmen and vehicle should not leave the work place without the permission of the Assistant Engineer (Ele)/Junior Engineer (Ele) of O&M Section.

16.9 The Shift Gangmen has to report to the Telephone Operator regarding attending the complaint received. The Shift helper should not engage in any complaint without the knowledge of Telephone Operator and AE/JE of O&M unit.

16.10 The Shift helper should wear the Uniform as specified at the duty hours. Without Uniform the attendance of such Shift Gangmen should not be considered.

16.11 The Shift helper should work with using the safety materials at attending the complaints. **If the Shift Gangmen found attending complaint without using necessary safety materials, the contract is liable to be cancelled due to negligence in work.**

16.12 All the mentioned work shall be carried out under the administrative control of Executive Engineer (Ele) of respective division and under the supervision of the Assistant Executive Engineer (Ele) /Assistant Engineer (Ele) or Junior Engineer (Ele).

Supervision: Agency shall take the responsibility of inspecting their staff on duty on regular basis by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Staff provided.

17 Liability for Accidents, injury, illness etc

The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any personnel deployed by the agency during the course of duties. The agency shall be solely responsible for all such happenings.

The agency shall supply the list of records being maintained by them to the BESCOM. These records will be scrutinized/ inspected by the authorized officer of BESCOM. The personnel of the agency deployed are required to maintain the prescribed registers/records as regards the daily works carried out, in the prescribed form. They are also required to forward daily reports as may be prescribed from time to time.

In case, the men deployed is found to be “not alert” or “not in proper conduct”, then BESCOM shall have the right to impose any punishment or fine upto **Rs.1,000/- (Rupees one thousand only)** on the Agency. In case of three defaults, the BESCOM has the right to terminate the Contract by giving notice of seven days.

18.0 SUBMISSION OF BILL:

Bills in duplicate along with the relevant documents shall be submitted by the Agency for arranging payments within 5th of every month to division Office, BESCOM, **KGF**. **The Payment will be met out of the sanctioned budget under particular head. The following relevant documents shall be submitted along with the bill.**

- Attendence Extract of Telephone Opeartors & Gangmen counter signed by concerned AE & AEE.
- Details of day wise No of complaints received & attended counter signed by concerned AE & AEE.
- ESI & EPF paid details of employees of the Agency for the previous month (Not applicable for first month).
- Any other document required for passing the bill.

19.0 Mode of payment: The Agency shall submit the bills for payment of remuneration, of the service to the division Office, BESCOM, KGF before 5th of every month (succeeding month). Payment will be arranged by Cheque of the same month by the concerned office.

20.0 Replacement: Agency shall provide continuous service of staff by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous staff at the designated locations. Agency shall make arrangements to provide weekly holidays and general holidays to the Operators & Gangmen as per prevailing Labour act.

21.0 Dispute: Tender awarding authority is the final authority for any dispute or differences arising under this contract agreement or which may arise in future and will be solved by taking recourse to mutual settlement. Any dispute is subject to courts in KGF jurisdiction, and For any dispute between the Agency and workers, BESCOM shall not be responsible.

22.0 Reporting Time:

1.The agency should provide the services of staff & vehicle to the designated service station within Ten days from the date of receipt of the detailed work award.

23.0 Penalty:

1. In case the agency fails to provide the Service of Staff within Ten days from the date of receipt of the detailed work award a penalty at the rate of ½ % per week subject to maximum of 10% of the remunerations of the Staff will be levied and deducted out of the amount payable to the agency.

2. If a staff is absent then the proportionate salary will be deducted from the bill and if a staff is absent for more than 20 days then the entire month's salary will be deducted.

3. If more than 1 member is absent on any day then the entire day's remuneration shall be with held. If this persists for more than 4 days BESCOM reserves the right to get the work carried through some other agency.

4. Attendance of the personnel provided by the agency to company shall be jointly maintained by the company and the agency. The agency is responsible for providing one weekly holiday and relief etc., at no cost basis other than the agreed monthly remuneration by the agency

24.0 Termination of Contract

The contract is liable to be terminated at the absolute discretion of the tender awarding authority without assigning any reasons whatsoever by giving **15 days** notice in writing under the following conditions. For unsatisfactory services.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and conditions as per bid documents, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&EPF and other statutory payments amount of its employees to the concerned authority.
e. If the agency fails to make payment to the manpower availed within the time specified above under clause Mode of payment
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

25.0 Not withstanding any thing stated above else where, BESCOM reserves the right to amend partly/fully or delete or insert the conditions and also to change the part of the conditions in the interest of the company.

26.0 RISK –PENALTY AND RIGHTS :

a) If the Service Provider by the Agency do not confirm to the specifications and not as per the schedule of deployment, BESCOM reserves the right to black list such agency.

b) BESCOM reserves the right of discontinuation at any time with or without intimation or prior notice for violation of any of the terms and conditions of the agreement .

27.0 NEGOTIATIONS :

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

28.0 AWARD CRITERIA:

The Superintending Engineer (Ele.),O&M Circle, BESCOM, Kolar will place the award on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

29.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid and to announce the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's

action.

30.The EMD may be forfeited:

1. If a Bidder withdraws / modifies the bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. In-case of a successful Bidder, if the Bidder fails to sign the Contract; or furnishing the Agreement within the prescribed date.
3. In-case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/ performance guarantee.
4. In-case, the bidder has uploaded any fraudent / fake documents on e-portal which has been noticed at a later date.

31.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those are incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bidders and or to listen to any representations once the bid is opened.

32.0 NOTIFICATION OF AWARD :

Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful Bidder in writing or fax, to be confirmed in writing that its bid has been accepted.

BASIS OF TECHNO-COMMERCIAL EVALUATION & COMPARISON

The bids submitted in kppp platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

If a tender is not substantially responsive, it will be rejected by the BESCOM and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

33.0 COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the amount quoted by the bidders in the kppp portal. Such price shall include

GST and all other applicable taxes for providing manpower for a period of one year as per the "Minimum Wages" fixed in the latest Govt. Notification.

b. The Contract order will be placed on the successful Bidder, whose quoted amount is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

34.0 FORMAT OF BID

34.1 The bids shall be **uploaded in the kppp portal**, on or before the last date and time of submission of bids. Bids not submitted through Kppp portal will be disqualified.

34.2 The bid shall contain no insertion, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the kppp website.

(www.kppp.karnataka.gov.in)

35.IMPORTANT INFORMATION

(i) Bidder shall note that BESCOM may not award the work to the successful bidder, if in the opinion of BESCOM based on its experience the firm may not perform well in execution of work and may delay in execution because of its existing works on hand.

(ii) if after negotiations, no award has been given to other bidders, then BESCOM reserves the right to take appropriate decision regarding the award.

(iii) BESCOM reserve the right to reject any or all the bids without assigning any reason thereof.

(iv) Notwithstanding anything stated above or elsewhere in the tender specifications, BESCOM reserves the right to assess the Capability / suitability of the bidder to perform the overall contract should the circumstance warrant such assessment in the overall interest of BESCOM.

(v) BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Superintending Engineer (Elec)
C,O&M Circle Office,
BESCOM
Kolar.